

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
D & F CREWS ENTERPRISES, INC.
FOR VENDING SERVICES
RFP 11-0405**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Director of Procurement Services, and D & F Crews Enterprises, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP), #11-0405, for procurement of vending services; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to furnish and install vending services and provide beverage and snack machine services at a reasonable price to Lake County personnel and the public.

Article 3. Scope of Work

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to perform the services in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**, as amended by Addendum No. 1, dated April 4, 2001, Addendum No. 2, dated April 8, 2011, and Addendum No. 3, dated April 14, 2011, all of which are contained within **Exhibit A**.

3.2 This Agreement shall commence upon the date of execution by the COUNTY and shall remain in effect for an initial term of twelve (12) months. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for

four (4) additional one (1) year periods. The CONTRACTOR shall maintain, for the entirety of the stated additional period(s), the same prices, terms and conditions included within the originally awarded contract. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 Services not specifically identified within Exhibit A may be added upon mutual consent of the parties. Any change in services, including frequency of service or additional service shall be negotiated between the parties.

3.4 CONTRACTOR shall use only high quality and to the greatest extent possible, generally known brand name foods, beverages, baked goods, confections and such other merchandise as may from time to time be authorized in the satisfactory performance of this Agreement, and such products, sizes and prices shall be in accordance with CONTRACTOR's Proposed Vending Price List, attached hereto and incorporated herein as Exhibit B.

3.5 CONTRACTOR shall be responsible for all equipment maintenance and repair at CONTRACTOR's expense, to include but not be limited to:

- Cleaning and polishing of the equipment so that the equipment is clean and presentable at all times.
- Providing emergency service telephone number.
- Compliance with section 212.0515, Florida Statutes, regulating sales from vending machines.

3.6 CONTRACTOR shall set up and maintain the concession areas at no charge to the COUNTY and shall provide its refund policy in writing. CONTRACTOR shall keep vending machines adequately supplied with fresh unexpired merchandise and stock all vending machines regularly to insure they do not become empty. To maximize the potential of each location, machines provided must be of adequate size and capability to maintain full and uninterrupted service at all times.

3.7 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY.

3.8 The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement, and the County will not be responsible for paying for any such nonconforming services.

3.9 COUNTY shall provide water, sewer and electrical hook-up, and a contact person to refund monies lost in the machines.

Article 4. Payment

4.1 There shall be no expenditure on behalf of the COUNTY for the procurement of services under this Agreement.

4.2 The CONTRACTOR shall pay as commission to the COUNTY twelve percent (12%) of gross sales derived from the operation of the vending machines. CONTRACTOR shall submit payments no later than fifteen (15) calendar days after the close of the previous month end.

4.3 Commission checks shall be made payable to the Board of County Commissioners and mailed or delivered to the Finance Department, 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778.

Article 5. Special Terms and Conditions

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under this Agreement. If any work or service hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work or service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.2 Assignment of Contract. This Agreement shall not be assigned or subcontracted except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

5.3 Insurance. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are

acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

- (iv) Employers' liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

- (vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.
- (vii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder
- (viii) Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (ix) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
- (x) Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

- (xi) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- (xiii) The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR's requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

5.4 Indemnity. CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error, or omission of the CONTRACTOR, its agents, employees, or representatives, in the performance of CONTRACTOR's duties set forth in this Agreement.

5.5 Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.6 Public Records/Copyrights.

A. In accordance with Florida Public Records law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

5.7 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting

and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

5.8 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.9 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.10 Prohibition Against Contingent Fees. CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.11 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Any proprietary information belonging to the CONTRACTOR shall not be provided or disclosed to third parties.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation certificate.

5.13 Warranty. CONTRACTOR agrees that the products and services provided under this agreement shall be covered by the most favorable commercial warranty that CONTRACTOR gives to any customer for comparable products and services, and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision of this Agreement. The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR under this agreement, shall be new, warranted for their merchantability, and fit for a particular purpose.

5.14 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

5.15 Facilities May be Added/Deleted. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added or deleted from this Agreement at the option of the COUNTY for COUNTY entities, and by mutual agreement for separate entities. Any deletion of a facility shall be done upon fourteen (14) calendar days written notice to the CONTRACTOR. Addition or deletion of facility(ies) shall be done by formal modification to this Agreement. Significant increases may be cause for re-negotiation of commission. There will be no charge to any COUNTY entity for adding or removing machines.

5.16 Business Hours of Operation. No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed and when permission to do such work is secured from the COUNTY department representative.

5.17 Delays. If delay is foreseen in installing or servicing machines, CONTRACTOR shall give immediate written notice to the Division of Procurement Services. COUNTY has the right to extend delivery date if reasons appear, in the reasonable discretion of the COUNTY, to be valid. CONTRACTOR must keep the COUNTY advised at all times of the status of the services.

5.18 Equipment Specifications. All vending machines and auxiliary equipment must be new or refurbished and current production models of uniform height and harmonious color design; capable of accepting any combination of nickels, dimes and quarters. Any machines deemed by the COUNTY to be inadequate or unacceptable must be replaced by the CONTRACTOR immediately upon request.

5.19 Risk of Loss. The CONTRACTOR acknowledges that the CONTRACTOR is responsible for and is taking all risk with respect to any reduction of gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, or act of God.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have

been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Duane Conder, Owner
D&F Crews Enterprises, Inc
P.O. Box 385
Hampton, Florida 32044

If to COUNTY:

County Manager
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services, with Addenda 1, 2 and 3
Exhibit B	CONTRACTOR's Proposed Vending Price List

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Director of Procurement Services, and CONTRACTOR through its duly authorized representative.

CONTRACTOR

D & F CREWS ENTERPRISES, INC.

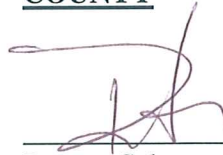


Name: DUANE CONDER

Title: OWNER

This 4 day of OCT, 2011.

COUNTY



Barnett Schwartzman
Director of Procurement Services

This 10th day of OCTOBER, 2011.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

EXHIBIT A
SCOPE OF SERVICE

The contractor shall furnish the following equipment for the needs of the public and County Personnel at the County Administration Building located at 315 W. Main Street, Tavares, Florida 32778

1. Bill Change machine
2. Non-commercial microwave
3. Hot drink machine offering variations of coffee and/or hot chocolate
4. Cold Beverage Machine offering cold beverages, sodas, fruit juices and bottled water
5. Snack machine offering Danish, cookies, potato chips, pretzels, candy bars, etc.
6. Supply of confections, napkins, straws, stirrers, etc.

The vending service allocated space is 22' x 4'. There is electrical service along the 22' wall. All vending machines must stay within the allotted space in the current locations.

The contractor shall also furnish the following equipment at these locations:

Ag Center 1951 Woodlea Road, Tavares	1 Soda Machine 1 Snack Machine
Animal Control 28123 CR 561, Tavares	1 Soda Machine
Traffic Operations 28127 CR 561, Tavares	1 Soda Machine 1 Snack Machine
Facility Management BCC1 3240 OCR 473, Leesburg	1 Soda Machine 1 Snack Machine
Fairgrounds 2101 CR 452, Eustis	1 Soda Machine
Fleet Maintenance 2300 W. Griffin Road, Leesburg	1 Soda Machine 1 Snack Machine
Parking Garage Sinclair Avenue, Tavares	1 Soda Machine
Probation Department 1300 S. Duncan Drive (Bldg E), Tavares	1 Soda Machine 1 Snack Machine
Public Works Parks 12929 County Landfill Road	1 Soda Machine
Cagan Crossing Community Library 16729 Cagan Oaks, Clermont	1 Soda Machine
Public Works Maintenance Area 1 2310 W. Griffin Road, Leesburg	1 Soda Machine
Public Works Maintenance Area 2 609 Disston Avenue, Minneola	1 Soda Machine
Public Works Maintenance Area 3 19720 E. Fifth Street, Umatilla	1 Soda Machine
Public Works 437 Ardice Avenue, Eustis	1 Soda Machine 1 Snack Machine
Lake Sumter EMS - Admin Office 2761 W. Old Hwy 441, Mt. Dora	1 Soda Machine 1 Snack Machine

Lake Sumter EMS - Dispatch 2757 W. Old Hwy 441, Mt. Dora	1 Soda Machine
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Vendor Responsibility

The vendor shall install and maintain at the vendor's expense all required equipment, including microwave, bill change machine, coffee maker and other equipment needed to operate. This shall include any required safety or fire prevention equipment necessary for proper operation. Equipment shall remain the property of the vendor therefore the Vendor is responsible for service, maintenance and repair of its vending machines.

Vendor may not erect, maintain or display any advertising or promotional materials on machines.

Vendor shall provide a visible decal with a phone number for service, repairs and refunds. This customer service phone number shall be available from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Vendor is responsible for the cleaning and polishing of equipment. All machines provided must be clean and presentable at all times.

Vendor shall be in compliance with section 212.0515, Florida Statutes which regulates sales from vending machines.

The Vendor shall not implement price increases to vending machines without prior County approval. If the County and vendor cannot agree on new pricing, the County shall have the right to terminate the contract with vendor.

Products:

Vendor is encouraged to offer environmentally responsible products such as recyclable drink containers and chlorine free processed paper products.

Vendor shall use only high quality and generally known brand names of foods, beverages, baked goods, etc.. It is the intent of the County to ensure the majority of products vended in the contractors machines are nationally advertised brand names of first quality. Vendors shall remove products which do not, in the opinion of the County, meet the required criteria.

Vendor shall offer healthy snack and drink options.

Vendor shall provide at a minimum Coke and Pepsi products at each location.

Vendor must furnish additional products in the vending machines as customer demands change and new products become available.

County Responsibility:

The County will provide water, sewage, and electrical hook up. Power to the vending machines must fit the present configuration at each location.

The County will appoint a contact person to refund monies lost in the machines and report repair of a vending machine to vendor.

In addition to the locations above, CONTRACTOR shall also furnish one soda machine to Lake-Sumter EMS Support Services at 2345 South 14th Street, Leesburg, FL 34748.



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: April 4, 2011

RFP No. 11-0405

RFP Title: Vending Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does ___X___ does not change the date for receipt of bids or proposals.

Questions/Answers:

1. Who is/are the current providers of these services?

The current contract can be viewed at the below link:

[http://www.lakecountvfl.gov/pdfs/Procurement Services/term-supply contracts/05-116.pdf](http://www.lakecountvfl.gov/pdfs/Procurement%20Services/term-supply%20contracts/05-116.pdf)

2. Do you have sales or commissions figures that would help determine sales?

Detailed sales information is not available.

3. The RFP states to list our pricing "exclusive of tax" typically vending prices include tax since the machines cannot add to the vend rate. So if we bid an item at \$.80 with tax would make it \$.856 so the actual price would have to be \$.85 or \$.90. Is this the intent of the RFP?

Change Section 4 to reflect change below:

Each price offered in your RFP shall be a firm-fixed price, ~~exclusive of any tax~~. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.

4. Do you have a population number of potential users at each location listed for equipment?
See below

Facility	Current Equipment	Total Estimated Employees	Public Access
County Administrative Building (CAB) 815 W. Main Street, Tavares	See Scope of Service	132	High
Ag Center 1551 Woodley Road, Tavares	1 Soda Machine 1 Snack Machine	21	High
Animal Control 28125 CR 561, Tavares	1 Soda Machine	23	High
Traffic Operations 21101 CR 561, Tavares	1 Soda Machine 1 Snack Machine	22	No
Facility Management BCC1 32400 CR 473, Leesburg	1 Soda Machine 1 Snack Machine	35	No
Fairgrounds 2101 CR 452, Eustis	1 Soda Machine	3	Yes
Fleet Maintenance 2300 W. Griffin Road, Leesburg	1 Soda Machine 1 Snack Machine	35	Yes
Parking Garage Sinclair Avenue, Tavares	1 Soda Machine	Unknown	High
Probation Department 1360 S. Duncan Drive (Bldg E), Tavares	1 Soda Machine 1 Snack Machine	25	Low
Public Works Parks 12929 County Landfill Road	1 Soda Machine	50	No
Cagan Crossing Community Library 16729 Cagan Oaks, Clermont	1 Soda Machine	11	High
Public Works Maintenance Area 1 2310 W. Griffin Road, Leesburg	1 Soda Machine	15	No
Public Works Maintenance Area 2 609 Disston Avenue, Minneola	1 Soda Machine	15	No
Public Works Maintenance Area 3 19720 E. Fifth Street, Umatilla	1 Soda Machine	18	No
Public Works 437 Ardice Avenue, Eustis	1 Soda Machine 1 Snack Machine	45	Low
Lake Sumter EMS - Admin Office 2761 W. Old Hwy 441, Mt. Dora	1 Soda Machine 1 Snack Machine	25	No
Lake Sumter EMS - Dispatch 2757 W. Old Hwy 441, Mt. Dora	1 Soda Machine	40	No

Firm Name: D+F CREWS ENTERPRISES INC Date: 4-18-11
 Signature: [Signature] Title: Owner
 Typed/Printed Name: DUANE CONDER



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2

Date: April 8, 2011

RFP No. 11-0405

RFP Title: Vending Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does X does not change the date for receipt of bids or proposals.

Questions/Answers:

1. Since you do not have annual revenues can you supply a breakdown of the annual commission totals. This way we can back into an estimated revenue amount to properly perform the account.
The County has derived an average annual commission revenue of \$316.00.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 3

Date: April 14, 2011

RFP No. 11-0405

RFP Title: Vending Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does ___X___ does not change the date for receipt of bids or proposals.

A. Change solicitation provision 1.7 to read as follows:

Section 1.7: Method of Payment

There shall be no expenditure on behalf of Lake County for the procurement of services under this contract. The vendor shall pay commission to the County based on a stated percentage of "gross collections less sales tax" derived from the operation of the vending machines. The commission percentage fee shall be noted on the proposal response provided herein. Commission payments shall be received no later than fifteen (15) calendar days after the close of the previous month end. Commission checks will be made payable to the Board of County Commissioners and mailed to the Finance Department, 315 W. Main Street, P.O. Box 7800, Tavares, Florida 32778.

B. Questions/Answers:

1. The commission received that was stated in addendum 2 of \$316 annually. Is that based on net sales? The current contract commission is based on "net receipt of sales".
2. If the past commission is on net sales, please provide the definition or inform us what number that is based on. Note that a revised commission basis is now included in RFP provision 1.7 to ensure that all proposals received under RFP 11-0405 will be based on an equal footing.

3. Should the current RFP be proposed on gross or net and please define the basis for that calculation. See revision above to RFP provision 1.7 and attached replacement page 21 providing a revised pricing section.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

EXHIBIT B

PROPOSED VENDING PRICE LIST

ALL PEPSI-COLA PRODUCTS NOT LIMITED TO SELECTION BELOW

Product	Size	Price
PEPSI CAN	12 ^{oz}	60¢
DIET PEPSI CAN	12 ^{oz}	60¢
PEPSI ONE CAN	12 ^{oz}	60¢
BRISK TEA CAN	12 ^{oz}	60¢
DIET BRISK TEA CAN	12 ^{oz}	60¢
MOUNTAIN DEW CAN	12 ^{oz}	60¢
DIET MOUNTAIN DEW CAN	12 ^{oz}	60¢
MOUNTAIN DEW THRO BACK CAN	12 ^{oz}	60¢
DR PEPPER CAN	12 ^{oz}	60¢
DIET DR PEPPER CAN	12 ^{oz}	60¢
MUG ROOT BEER CAN	12 ^{oz}	60¢
DR PEPPER CHERRY CAN	12 ^{oz}	60¢
PEPSI BOTTLE	20 ^{oz}	1.25
DIET PEPSI BOTTLE	20 ^{oz}	1.25
PEPSI ONE BOTTLE	20 ^{oz}	1.25
BRISK TEA BOTTLE	20 ^{oz}	1.25
DIET BRISK TEA BOTTLE	20 ^{oz}	1.25
MOUNTAIN DEW BOTTLE	20 ^{oz}	1.25
DIET MOUNTAIN DEW BOTTLE	20 ^{oz}	1.25
DR PEPPER BOTTLE	20 ^{oz}	1.25
DIET DR PEPPER BOTTLE	20 ^{oz}	1.25
MUG ROOT BEER BOTTLE	20 ^{oz}	1.25
DIET MUG ROOTBEER BOTTLE	20 ^{oz}	1.25
DR PEPPER CHERRY BOTTLE	20 ^{oz}	1.25
DASANI WATER BOTTLE	20 ^{oz}	1.00

PROPOSED VENDING PRICE LIST

ALL COKE-COLA PRODUCTS NOT LIMITED TO SELECTION BELOW

Product	Size	Price
COKE CAN	12 02.	60¢
DIET COKE CAN	12 02.	60¢
FANTA ORANGE CAN	12 02.	60¢
DIET FANTA ORANGE CAN	12 02.	60¢
NESTEA ICE TEA CAN	12 02.	60¢
DIET NESTEA ICE TEA CAN	12 02.	60¢
SPRITE CAN	12 02.	60¢
SPRITE ZERO CAN	12 02.	60¢
COKE ZERO CAN	12 02.	60¢
BARQS ROOT BEER CAN	12 02.	60¢
DIET BARQS ROOT BEER CAN	12 02.	60¢
SUNKIST CAN	12 02.	60¢
DIET COKE MADE WITH SPLENDOR CAN	12 02.	60¢
DIET COKE CAFFEINE FREE CAN	12 02.	60¢
MINUTE MAID ORANGE JUICE BOTTLE	11.2 02.	1.00
COKE BOTTLE	20 02	1.25
DIET COKE BOTTLE	20 02	1.25
FANTA ORANGE BOTTLE	20 02	1.25
DIET FANTA ORANGE BOTTLE	20 02.	1.25
NESTEA ICE TEA BOTTLE	20 02	1.25
SPRITE BOTTLE	20 02	1.25
SPRITE ZERO BOTTLE	20 02	1.25
COKE ZERO BOTTLE	20 02	1.25
BARQS ROOT BEER BOTTLE	20 02	1.25
DIET BARQS ROOT BEER BOTTLE	20 02	1.25
DIET COKE CAFFEINE FREE BOTTLE	20 02	1.25
DASANI WATER BOTTLE	20 02	1.00

ALL VM WRIGLEY JR COMPANY NOT LIMITED TO SELECTION BELOW

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PROPOSED VENDING PRICE LIST

ALL CANDY BARS AND GRANOLA BARS NOT LIMITED TO SELECTION BELOW

Product	Size	Price
SNEKERS	2.07 ⁰²	75¢
MILKY WAY	1.76 ⁰²	75¢
ALMOND JOY	1.55 ⁰²	75¢
MOONDS	1.55 ⁰²	75¢
TWIX	2.00 ⁰²	75¢
MTM PLAIN	1.69 ⁰²	75¢
MTM PEANUT	1.74 ⁰²	75¢
HERSHEY PLAIN	1.65 ⁰²	75¢
HERSHEY ALMONDS	1.85 ⁰²	75¢
PLANTER PEANUT BAR	1.20 ⁰²	75¢
REESE'S PIECES	1.65 ⁰²	75¢
MR GOODBAR	1.65 ⁰²	75¢
REESE'S PEANUT BUTTER CUP	1.65 ⁰²	75¢
KIT KAT	1.55 ⁰²	75¢
PAY DAY	1.85 ⁰²	75¢
RAISINETTES	1.58 ⁰²	75¢
BABY RUTH	2.10 ⁰²	75¢
3 MUSKETEERS BAR	2.13 ⁰²	75¢
SKITTLES	2.17 ⁰²	75¢
NATURE VALLEY OATS N HONEY GRANOLA	1.60 ⁰²	75¢
NATURE VALLEY PEANUT BUTTER GRANOLA	1.60 ⁰²	75¢
NATURE VALLEY FRUIT NUT CHERRY GRANOLA	1.20 ⁰²	75¢

PROPOSED VENDING PRICE LIST

ALL FRUIT LAY PRODUCTS NOT LIMITED TO SELECTION BELOW

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PROPOSED VENDING PRICE LIST

ALL FRUIT LAY PRODUCTS NOT LIMITED TO SELECTION BELOW

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